



State of Delaware

Cellular and Data Equipment and Services

Request for Proposal

Contract No. GSS10384-CELL_DATA_SVC

August 9, 2010

- *Deadline to Respond* -

September 9, 2010

1:00 PM (EDT)

August 9, 2010

CONTRACT NO. GSS10384-CELL_DATA_SVC

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Cellular and Data Equipment and Services. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS10384-CELL_DATA_SVC

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
 - A - PROPOSAL CHECKLIST
 - B - NO PROPOSAL REPLY FORM
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, GSS10384-CELL_DATA_SVC, by **September 9, 2010 at 1:00 pm (EDT)** to be considered.

Proposals shall be submitted to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Peter Korolyk at 302-857-4559 or at peter.korolyk@state.de.us.

The State will not be holding a pre-bid meeting for this contract. Please see page 35 for submitting questions to the State.

S:\10384RFP

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. BID INVITATION:

See "Definitions".

2. PROPOSAL FORMS:

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. INTERPRETATION OF ESTIMATES:

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS:

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. PREPARATION OF PROPOSAL:

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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Government Support Services

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904-8202**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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12. WITHDRAWAL OF PROPOSALS:

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. PUBLIC OPENING OF PROPOSALS:

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. PUBLIC INSPECTION OF PROPOSALS:

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD:

REF: Title 29, Chapter 6924(j) Delaware Code. The contract shall be awarded within 90 days of the closing date and time advertised in the request for proposals. The agency shall award a contract to the offeror whose proposal is determined in writing to be most advantageous to the State, based on the factors set forth in the request for proposals. The determination shall explain the basis of award.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

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7. THE CONTRACT(S):

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. RETURN OF BIDDER'S DEPOSIT:

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. INFORMATION REQUIREMENT:

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSION:

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. TERMINATION FOR CONVENIENCE:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. TERMINATION FOR CAUSE:

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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Government Support Services

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 07012009

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REQUEST FOR PROPOSAL
CONTRACT NO.: GSS10384-CELL_DATA_SVC
Cellular and Data Equipment and Services
SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Director, Office of Management and Budget, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Cellular and Data Equipment and Services requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

4. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a thirty two (32) month period from November 1, 2010 through June 30, 2013. Each contract may be renewed for two (2) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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5. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State. Prices quoted must be in U.S. Dollars.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

6. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

8. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

9. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

10. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

11. **BID BOND REQUIREMENT:**

- A. Bid Bond Waived.

12. **PERFORMANCE BOND REQUIREMENT:**

- A. Performance Bond Waived

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13. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Government Support Services
Contract No. GSS10384-CELL_DATA_SVC
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904-8202**

Note: The State of Delaware shall not be named as an additional insured.

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Office of Management and Budget
Government Support Services

14. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

15. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

16. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

17. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

18. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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19. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

20. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

21. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

- A. A report shall be furnished by the successful contractor **MONTHLY**, and submitted **electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described below and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

The monthly vendor usage report submitted by the current contract holder can be viewed by going to Appendix B – Contract Utilization, and accessing the link contained. Bidders on the Cellular and Data Equipment and Services contract are expected to provide a report similar in format to the samples provided. (Individual names, cellular phone numbers and ESN's have been removed for security purposes). For Appendix B please go to page 57.

A secondary goal in administering this contract is to keep accurate records regarding the actual value of services billed to the State by employing sub-contractors (or second tier vendors).

- B. A report shall be furnished by the successful contractor **QUARTERLY**, and submitted **electronically in Excel format** detailing the use of sub-contractors and is the minimum requirement. Additional reporting of sub-contractors that are Minority (MBE), Women's (WBE), Veteran's or Service Disabled Veteran's business enterprises allows the State to be responsive to its constituency and report fiscal spend to specific groups. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to

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Government Support Services

provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

The quarterly Subcontracting or Second Tier report can be viewed on the following page. An original copy of the report will be supplied to the awarded contractor(s) within 30 days of receiving a fully executed contract.

The reports shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us . It shall contain the six-digit department and organization code.

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SAMPLE REPORT

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required			Requested detail						
Prime Contractor Name*	Prime Contractor TaxID*	Contract Name/ Number *	Prime Contact Name*	Prime Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor *	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	

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22. **BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

23. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

24. **BILLING:**

The contractor is required to **"Bill as Shipped"** to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

25. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

27. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit

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card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

28. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for Non performance of work.

29. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

30. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

31. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

32. **LIFE CYCLE COST ANALYSIS:**

If applicable, the specifications contained within this RFP have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

33. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

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34. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

35. **TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

36. **ELIGIBLE WORK ACTIVITIES:**

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- a. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
 - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and

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- ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- b. Procurement of reports or other printed materials and reproduction of materials; and
- c. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

37. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

38. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

39. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

40. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

41. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

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42. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

43. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

44. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

45. **AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract

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costs.

46. **TERMINATION OF CONTRACT:**

- a. **Termination for Cause** - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. **Termination for Convenience** - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

47. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

48. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

49. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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50. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

51. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

52. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

53. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

54. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

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55. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

56. **UNIVERSAL SERVICE FUND (USF), E-RATE, AND RURAL HEALTH CARE PROGRAM:**

All services and products requested within this RFP will be made available to schools and libraries statewide and must therefore meet all E-Rate guidelines for eligible services and products, service providers, and contracts. A provider's failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts. A provider's failure to commit to all required participation guidelines will eliminate them from consideration. The E-Rate benefit to the State of Delaware is in the millions of dollars and cannot be jeopardized by introducing problems with the contracts and/or providers resulting from this RFP. Therefore, throughout this RFP there are references to E-Rate requirements, as well as potential conversion costs, as they may relate to potential delays or issues associated with establishing valid eligible contracts for E-Rate eligible customers statewide. Because the use of the resulting contracts by the K-12 schools and libraries is at their option, no usage or inventory information can be made available.

As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to "establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries."

The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the \$2.25 billion (annual) program known as E-Rate.

Schools and libraries must apply for eligible services, from eligible service providers, every year. The eligible services fall into one of four categories:

- 1) Telecommunications
- 2) Internet Access
- 3) Internal Connections
- 4) Basic Maintenance

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Price markups to libraries and K-12 schools are not allowed.

1. Vendor Requirements for Participation:

Providers of telecommunication services must meet certain qualifications to be eligible to provide the services and receive USAC reimbursement. To be an Eligible Telecommunications Provider (ETP), a USAC term used for “telecommunications carrier,” the provider must:

- Contribute to the Universal Service Fund (USF)
- Provide telecommunications services on a common carrier basis
- File an FCC Form 498, Service Provider Information Form
- Obtain a Service Provider Identification Number (SPIN) through the Form 498
- File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
- File an FCC Form 499

The FCC has determined that in order to provide Telecommunications Services (voice, video or data transport), the Service Provider must provide such services on a common carrier basis. The FCC has placed no restrictions on the Service Providers who offer Internet Access or Internal Connections services, beyond general compliance with program rules. These guidelines can be found in much greater detail by visiting <http://www.sl.universalservice.org/vendor/manual/>.

2. Red Light Rule:

The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

3. Service Provider Responsibilities:

- To provide, as part of the RFP response, the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Service provider's company.
- To provide, as part of the RFP response, the Service provider's SPIN.
- To maintain the Service Provider Annual Certification Form.
- To notify the State in the event the Service provider has been subjected to the “Red Light Rule”.
- To ensure, to the best of the Service Provider's ability, that all services for which E-Rate discount is sought are indeed eligible services as described in the Eligible Services List <http://www.sl.universalservice.org/reference/eligible.asp>.
- To abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For complete program overview, please visit <http://www.universalservice.org/default.asp>.

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4. E-Rate Funding:

The E-Rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue Funding Commitment Decision Letters (FCDL), before the July 1st start date. Therefore, service providers will be unable to get USAC reimbursements until sometime later in the year; in some cases even in the last quarter. Most applicants simply do not have the budgets to pay full, undiscounted prices for services, especially recurring services, until the time they get notification of funding approval. Any service provider that is able to offer discounted service rates, at a rate close to the applicant's projected discount, will receive additional consideration during evaluation.

The State understands the effect that the Universal Service Fund, E-Rate, and Rural Health Care Program have on both the Local Exchange Carriers (LEC) and the Interexchange Carriers (IXC). The offerors should detail any and all costs related to USF, E-Rate, and Rural Health Care Program, i.e., USF percentage. Information provided should specifically detail the offeror's intent to either absorb all access reform related costs or pass these charges to the State.

- Failure to detail these costs will prevent the Contractor from having the opportunity to pass these charges to the State or its agencies and institutions. Offerors will merit higher scores in the evaluation process if they are able to absorb these costs as a part of doing business.
- Contractors not electing to absorb these costs must provide a price cap on (USF) and (PIC-C) charges to be honored throughout the length of the contract.
- All respondents will verify their familiarity with Federal and State statutory and regulatory requirements regarding the provision of telecommunications services in accordance with the Universal Service Administrative Company and the Schools & Libraries Division as it relates to the provisions of the E-Rate Program.

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CELLULAR AND DATA EQUIPMENT AND
SERVICES
REQUEST FOR PROPOSAL

INTRODUCTION

A. PURPOSE

Government Support Services and the Department of Technology and Information are requesting proposals from qualified vendors to meet the State of Delaware's need for both digital wireless telephone and airtime services.

It is the goal of this Request for Proposal to identify qualified vendor(s) and execute a contract to implement a program to provide cellular telephone, Blackberry and broadband mobile data services for the State of Delaware.

B. GUIDELINES

The bidder's proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible bidders who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing bidders during the negotiation process.

II. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each bidder must provide every component listed in the order shown in each subsection in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the bidder's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Division of Support Services.

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C. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the vendor will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the vendor will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL

Two (2) paper copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the bidder and labeled "**GSS10384-CELL_DATA_SVC, CELLULAR AND DATA EQUIPMENT AND SERVICES Proposal**". One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature. The remaining copy does not require original signatures.

The vendor shall also submit one (1) electronic copy of their entire proposal on CD or DVD media disk.

F. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, revisions will be provided to the public, in writing, and posted on the State of Delaware bid solicitations website. Potential vendors are encouraged to review the State site for any amendments, addenda or changes issued in connection with this RFP.

The State's bid solicitations website is located at www.bids.delaware.gov

G. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, and provide a straight-forward, concise description of the contractors' offer to meet the requirements of the RFP. **DO NOT USE RING BINDERS.** A single staple in the top left corner is preferable.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so.

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III. CONTRACT SCOPE OF WORK PREVIEW

A. OVERVIEW

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for CELLULAR AND DATA EQUIPMENT AND SERVICES as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

B. DETAILED REQUIREMENTS

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

Appendix B is provided as a vendor resource to obtain State of Delaware utilization figures.

Appendix C is an RFP Exception format, and is provided so bidders may list any exceptions to the RFP.

Appendix D is a pricing summary, to be completed by each bidder, and will be used to score the price component of the scoring evaluations.

IV. PROPOSAL EVALUATION PROCEDURES

A. BASIS OF AWARD

The Division of Support Services shall award this contract to the most responsible and responsive bidder who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) vendor.

Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible bidders who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing bidders during the negotiation process.

B. REVIEW COMMITTEE

A group with expertise in procurement, contract management, budgeting, and technical operations will comprise the Review Committee.

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C. REQUIREMENTS OF THE OFFEROR

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

1. Brief history of the organization, including accreditation status, if applicable.
2. Applicant's experience, if any, providing similar services. At least three (3) references are required (See § 17 – Special Provisions).
3. Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
4. Financial information (balance sheets and income statements) for the past three years.
5. Bidder will provide a clear description of the various service plans being proposed and brochures of each piece of wireless equipment being offered with each plan.

Bidder will also provide a technical description of their voice and broadband mobile data infrastructure systems including type of channel access (CDMA, TDMA, AMPS, GSM, etc), number of channels in their system, map showing location of sites with predictive usable coverage area for each site, clearly showing any differences in coverage between their digital voice and broadband data services. The coverage area(s) shall be displayed on a composite coverage map showing a minimum of 95 % usable coverage area of their system and any other system information which will assist the State in evaluating system performance and system coverage.

A complete checklist of all required information can be located on page 67 of the RFP, and titled as Proposal Checklist.

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D. CRITERIA AND SCORING

	Evaluation Criteria	
1.	The Service Area Coverage.	160
2.	The Compliance to Bid Specifications.	75
3.	The Equipment and Service Warranty.	50
4.	The demonstrated experience in providing equipment/services of comparable specifications/scope, value and prior history of service and references.	50
5.	The Price Proposal, Pricing Structure and/or Total Proposed Cost. (To be completed by Contracting – Government Support Services)	165
	TOTAL SCORE	===== 500

Review Committee members will assign up to the maximum number of points listed for each of the Evaluation Criteria listed above. Qualitative items will receive the average of points assigned by the Review Committee members. Pricing, which is the only quantitative component, will be scored proportionately to each vendor's proposal.

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IV. PROPOSAL EVALUATION PROCEDURES – (CONTINUED)

1. Service Area Coverage 160 POINTS

Contractor must provide coverage maps showing their system coverage within the Local Toll Free area as defined in the specifications. Preference will be given to the system that provides complete and continuous coverage over the entire defined Local Toll Free service area.

2. Compliance to Bid Specifications 75 POINTS

Contractor will be asked to provide sample pricing and provide other deliverables as part of this bid. Preference will be given for completeness to all requirements of the bid specification, such as, example pricing, product information, "state-of-the-art" digital technology, etc.

3. Warranty 50 POINTS

Contractor shall provide equipment and service warranty information with their bid response. Preference will be given to Contractors who includes extended warranty with all of their equipment to include such things as, damage due to water or cracked screen or lose of the unit. The warranty duration, warranty completeness and manufacturer's reputation are also very important.

4. Experience and Prior history of service 50 POINTS

Contractors must have prior experience in providing Wireless Telephone services. Contractor shall provide at least three (3) current customer references of equal size service. References will be checked.

5. Price 165 POINTS

Contractor must provide detailed quotes of all pricing items in APPENDEX "D" – BID QUOTATION REPLY SECTION – CONTRACT PRICING. Price scoring will be based on responses to the plans outlined in the Scope of Work, Section 1.4.3., and adjusted for any discounts provided. Additionally, the State reserves the right to make preferential adjustments to the price scoring that includes equipment and accessories as requested in the Scope of Work.

V. NO PRE-BID MEETING

The State of Delaware has decided not to require prospective vendors attend a pre-bid meeting for this contract.

All questions about the RFP, its content or meaning should be directed to Peter Korolyk at peter.korolyk@state.de.us.

The deadline to submit questions by email is 5:00 pm (EDT) August 16, 2010. All questions will be responded to in writing, and posted as an addendum to the RFP. The name of the vendor requesting the information will be deleted, but all questions that change or modify the scope or work, and/or the RFP contents will be made available to all interested parties.

The deadline to post the addendum to the State bid website, www.bids.delaware.gov, will be August 23, 2010.

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APPENDIX A
SCOPE OF WORK DETAILS

TECHNICAL SPECIFICATIONS

1. GENERAL INFORMATION

At present the State of Delaware has over 5,000 active wireless telephone and data devices users. The current service is provided by Verizon Wireless with a monthly aggregate bill averaging over \$200,000 a month (average monthly charge January 2010 to May 2010).

The State is seeking quality wireless equipment and services at the lowest cost available, and provided to the State in a timely and efficient manner.

1.1. INSTRUCTIONS

- 1.1.1. Bidders MUST be a direct provider of the wireless voice and data services that the State is requesting within this RFP.
- 1.1.2. It is understood that all services mentioned on the specification shall be provided as part of this contract.
- 1.1.3. Bidders shall note that the award for the provision of digital wireless telephones, broadband mobile data, Blackberry Data Service and airtime services may be made to one or more bidders who may qualify based on their various services proposed.
- 1.1.4. During the contract term, all digital cellular telephones and other services necessary for State operation will be managed under individual accounts by user agencies.
- 1.1.5. Bidders must establish and provide a set of "standard" plans for voice, voice+walkie-talkie, Blackberry, data and equipment for wireless services.
- 1.1.6. Furthermore, bidders shall propose wireless data (internet, email, paging, text messaging and application specific) services that allow for pool data usage across devices and that provide both low (250 MB) and high (unlimited) monthly data plans for users outside a pooled plan.
- 1.1.7. Under this contract, the State will not purchase any basic digital wireless telephone equipment. The acquisition cost shall be the equipment usage charge to include damage and loss insurance cost, which themselves shall be part of, and included in, the Access Service charges listed in the Proposal Reply Section.

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1.2. MINIMUM EQUIPMENT CAPABILITY OVERVIEW

1.2.1. The contractor MUST make available a minimum of one “free” (no equipment charge) phone device, per user, that supports the following minimum service capabilities:

1.2.1.1. Voice Messaging – capable of intercepting calls when out of signal range or on another call. The service must allow for the creation of personalized greetings and store messages for a minimum of 21 days.

1.2.1.2. Text Messaging – able to receive text messages directly to the unit’s display. Phones must support the ability to send text messages via a web browser or SMS to other digital phones. The service must be capable of attempt to deliver the message for up to 5 days, if the cell phone is out of range or turned off.

1.2.1.3. Numeric Paging – capable of receiving numeric pages directly on the unit’s display. The service must be capable of attempt to deliver the message for up to 5 days, if the cell phone is out of range or turned off.

A more thorough and detailed list of requirements will be provided in Section 2 – Product Requirements below.

1.3. SERVICE AREA

1.3.1. LOCAL SERVICE AREA

The local service area includes the following Counties:

- Delaware Counties – New Castle, Kent and Sussex
- Maryland Counties – Cecil, Kent, Queen Anne, Caroline, Dorchester, Wicomico, and Worcester
- Pennsylvania Counties – Chester, Delaware, Philadelphia
- New Jersey Counties – Salem, Cumberland, Cape May

1.3.2. NATIONWIDE TOLL FREE CALLING

The State of Delaware is seeking wireless telephone plans that include “Nationwide” Toll Free calling as part of any plans offered. By requiring this standard, there should be no additional costs for “in” versus “out” of network, or for roaming. Plans with this requirement are required as a minimum standard for any proposal offered to the State of Delaware.

All pricing submitted for scoring shall be based on nationwide toll free calling plan rates.

1.3.3. RIGHT TO PROPOSE OPTIONAL WIRELESS PLANS

A vendor may propose a secondary set of other wireless telephone plans to the State. These are plans other than Nationwide Toll Free calling, and may include roaming charges for travel outside the local area (listed in Section 1.3.1.). However, Nationwide Toll Free plans are a minimum proposal requirement.

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Vendors providing the State with optional calling plans will not be given more weight in the evaluation process. Similarly, the failure of a vendor to provide the State with optional plans, outside the scope of work provided, will not be penalized in the evaluation process.

Upon selecting a vendor(s) to serve the needs of the State, the State shall reserve the right to review all plans and determine which offer(s) best meet its needs.

1.3.4. COVERAGE

Wireless coverage is one of the main requirements in this bid. Bidder's wireless network system and their service providing partners shall be capable of providing satisfactory coverage over all areas herein defined. Coverage exceptions will not be accepted.

- 1.3.4.1. Voice and Data coverage level shall be sufficient to allow calls and messaged to be successfully completed 95% of time and in 95% of the locations using a portable digital wireless telephone in the street within the Local Calling Area (counties listed in Section 1.3.1.). Bidders shall submit Local Calling Area coverage maps with their bid responses, which clearly demonstrate the level of coverage of their system for voice and data, as well as known coverage problem areas.
 - 1.3.4.1.1. As a condition of this requirement, vendors must highlight 3G calling areas within the coverage maps, (although 3G or higher service is not required as a condition of a bid).
 - 1.3.4.1.2. The basic or "free" handsets offered as part of the State contract must be able to access all local areas defined in the coverage maps without incurring any roaming charges.
- 1.3.4.2. Bidders must offer a cost effective solution to provide 90% in-building voice and data coverage in the following State buildings:
 - Legislative Hall, Dover, DE
 - State Office Building, 820 French St., Wilmington, DE
 - Court Houses, Statewide, and
 - Other State buildings which may be determined throughout the term of this contract.

The State will work closely with the successful bidder to accomplish this task.

- 1.3.4.3. Vendors will also provide national voice and data coverage maps and clearly define the level of capability within the service area maps provided.
 - 1.3.4.3.1. The basic handsets offered to the State must be able to access all areas defined in the national coverage maps without incurring any roaming charges.

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- 1.3.4.4. Vendors offering proposals to the State may be asked to provide wireless tower site maps as proof of capability with in the Local Calling Area (counties listed in Section 1.3.1)

1.4. RATE PLANS AND FEES

The telephone usage charges and other necessary and incidental charges shall be taken into account when computing the various rate plan pricing. It is the Bidders' responsibility to include all cost, charges and fees as an integral part of the pricing scheme of APPENDIX D - BID QUOTATION REPLY SECTION.

1.4.1. BID PROPOSAL FORMAT

The reply section structure will be in three separate parts. These parts are:

- Voice Services
- Blackberry Services
- Mobile Data Services

1.4.2. INCLUDED WIRELESS CALLING SERVICES

All voice rate plans must include the following services at no additional cost:

- Voice Messaging
- Call Waiting
- Caller ID
- Call Forwarding
- 3-Way Calling
- Text Messaging
- Numeric Paging
- Nationwide Toll-Free Calling
- Unlimited Mobile-to-Mobile Calling
- Unlimited Night-and-Weekend Calling

1.4.3. WIRELESS COMMUNICATION RATE PLANS

The bidder shall provide a set of standard cellular and PCS rate plans. At a minimum, the bidder's plans shall be based on the following specifications:

VOICE PLANS:

- **Plan "A"** – Flat rate billable per-anytime-minute plan, with no included minutes.
- **Plan "B"** – Monthly rate plan, to include anytime minutes, plans for 450, 900, 1200 minutes
- **Plan "C"** – Monthly rate plan with Shared Minutes for 700, 1200 and 1500 minutes.
- **Plan "D"** – Monthly rate plan with unlimited minutes.
- **Plan "E"** – Optional rate plan for "Push-To-Talk" type service.

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BLACKBERRY PLANS:

- **Plan “A”** – Blackberry unlimited data plan, no voice plan.
- **Plan “B”** – Blackberry unlimited data plan, added to voice plan.

MOBILE ACCESS CARD DATA PLANS:

- **Plan “A”** – Mobile Data Plan, with unlimited data access, or highest data limit offered.
- **Plan “B”** – Mobile Data Plan, with 250 MB data access.

For all pricing plans requested vendors shall provide pricing that approximates the plans listed above. Vendors are also requested to note any divergence from these plans in the Appendix D – Bid Quotation Response section.

1.4.4. WALKIE-TALKIE AND PTT SERVICE

The vendor must state the cost of adding a “walkie-talkie”, or push to talk (PTT) feature to all wireless phone service plans. Cost should include unlimited use of the feature with no deductions to individual or shared airtime minutes.

- 1.4.4.1. Vendor must explain how this technology enables secure network access.
- 1.4.4.2. Service must have ability to encrypt walkie-talkie and PTT calls.
- 1.4.4.3. Vendor must provide detailed information with regards to transmission delays for connection through the service.
- 1.4.4.4. Vendor must identify if the service area has less coverage than standard wireless or data service.
- 1.4.4.5. Does walkie-talkie service have the ability to set up calling groups? And, if so, how do the users access this feature?
- 1.4.4.6. The State of Delaware acknowledges that PTT features may only be offered on phones with existing hardware intended for PTT use. Other than this exception, vendors shall identify any other limitations to the PTT plan offered.

1.4.5. ADDITIONAL AIRTIME MINUTES

The contractor must indicate for each rate plan, the per-minute charge that will apply if the number of included minutes in a given month is exceeded.

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1.4.6. ACTIVATION AND PROGRAMMING CHARGES

The State will not pay any Activation or Programming fees. This includes, but is not limited to, new subscriber activations, conversions of existing units to another provider, termination, or the transfer/upgrade of an existing number between cell phone units.

1.4.7. EARLY TERMINATION

The State will not pay any fees related to Early Termination of service for any reason.

1.4.8. CALLS TO 911

The contractor must provide Calls to 911 at no additional cost, regardless of transport (cellular or PCS).

1.4.9. NEW SERVICE ACTIVATION

New service activation shall occur within 48 hours of request or shipping

1.4.10. OUTGOING CALL BLOCKING

The vendor's system shall be capable of providing permanent call blocking, with ability to unblock on a selective per call basis (i.e. *82). In other words if a user elects to make a call to a line that has blocking activated, they would use the unblock code (i.e. *82) for that single call only, with any successive calls thereafter automatically being in the block mode. This service shall be provided without a separate charge to the State.

Call blocking refers to the sending/receiving of Caller ID information on selected lines permanently, while allowing the users of those lines to unblock on a selective per call basis.

1.4.11. CELLULAR SERVICE AND GPS

Vendors are encouraged to provide Global Positioning Service (GPS) locator service for any phones requested at no additional cost to the State, including service initiation and monitoring. Similar to the Automated Vehicle Location (AVL) referenced in Section 2.4.2., some State agencies utilize GPS to track the location of its personnel and assets.

2. PRODUCT REQUIREMENTS

2.1. SCOPE OF PRODUCTS

The Bidder shall furnish, deliver and install various quantities of different types of digital wireless telephones and broadband mobile data services on an as-required basis to operate in the wireless environment and related services available in the State of Delaware area, its vicinities and part of the Northeastern corridor of the United States.

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2.1.1. NEW EQUIPMENT AND TECHNOLOGY

All equipment and components provide by contractor(s) for use by the State must be new and of latest technology. In no instances shall the vendor supply a phone to a new subscriber, or for a new activation, where the equipment has a production date that is twelve (12) months prior, referred to as “old production” phones.

“Old production” new phones, used, refurbished or remanufactured equipment will not be accepted, except in cases where it is being provided as an “extended warranty” replacement.

2.1.2. EXTENDED WARRANTY

All equipment must operate in accordance with the manufacturer’s specifications and shall be covered by an “extended warranty” provided at no additional cost to the State. The “extended warranty” will cover all extraordinary damages and loss, such as water damage, cracked display screen, and loss of units, for the useful life of the unit or until which time the unit is removed from service.

2.1.3. PERCENT DISCOUNT

The contractor must provide a percentage off discount on all of their equipment and accessories product line.

2.2. TRADITIONAL CELLULAR DEVICES

2.2.1. PHONES OFFERED WITH SERVICE

The State of Delaware requires that each bidder provide a reasonable selection from which every subscriber can choose a “free” phone. Wireless phone selections should be based on plans, pricing structure and promotional incentives at the time of request. This requires that the vendor keep the State informed on a regular basis of any changes to the selection available. Notifications to the Department of Information Technology (DTI), and the contract officer should occur no less than once a quarter. The timing of notification is being left up to the individual providers, but the vendor shall identify in their RFP response the frequency of notifications to the State.

Additionally, each bidder should provide a list of other “premium” wireless phones that a user can upgrade for a nominal one-time surcharge.

2.2.2. EQUIPMENT SUPPLIED WITH NEW ACTIVATIONS OR UPGRADES

All devices obtained by the State shall be supplied with the following items regardless of the initial cost of the phone:

- One (1) standard issue battery
- One (1) standard issue SIM card, if appropriate
- One (1) personal hands-free device (ear bud or headset)
- One (1) AC charger

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- One (1) instruction manual
- One (1) DC “car” charger
- One (1) belt clip and/or carrying case

These items must be standard issue with all new or upgraded wireless cell phones and shall not incur additional charges beyond the cost of the individual unit. Devices provided as replacements to defective or inoperable phones will not be required to receive the additional accessories, unless the replacement phone is different than the one replaced.

Each bidder reserves the right to offer the additional equipment for all new activations and upgrades to add value to their offer, but it is not required.

2.2.3. OPTIONAL EQUIPEMENT FOR PHONES

Additional or replacement accessories and spare batteries shall also be available as optional equipment and priced separately from the original equipment provided. Accessories should include, but are not limited to:

- Replacement (back-up) batteries
- Battery charging devices (AC Adapters, Vehicle DC Adapters and other charging devices and stands.
- Handsets, Ear Buds, and Hands-Free Kits.
- Vehicle Adapter Kits and External Antennas.
- Carrying Cases and Holsters.

In addition to the accessories listed above, the contractor is encouraged to propose additional accessories that would enhance the efficiency and effectiveness of the State’s wireless phone service.

2.3. BLACKBERRY DEVICES

- 2.3.1. All devices provided must be of new manufacture, supplied by Research In Motion (RIM), and should provide end-to-end wireless e-mail (MS-Outlook) and data access to contacts, calendar, and business applications via a secure data network.

Bidders shall identify the security used to protect the Blackberry device signal from being intercepted and/or other safeguards to ensure the security of the operating network.

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2.3.2. All Blackberry devices obtained by the State shall be supplied with the following items regardless of the initial cost of the device:

- One (1) standard issue battery
- One (1) standard issue SIM card, if appropriate
- One (1) personal hands-free device (ear bud or headset)
- One (1) AC charger
- One (1) instruction manual
- One (1) DC “car” charger
- One (1) belt clip and/or carrying case

These items must be standard issue with all new or upgraded Blackberry devices and shall not incur additional charges beyond the cost of the individual unit. Devices provided as replacements to defective or inoperable units will not be required to receive the additional accessories, unless the replacement Blackberry device is different than the one replaced.

Each bidder reserves the right to offer the additional equipment for all new activations and upgrades to add value to their offer, but it is not required.

2.3.3. All Blackberry handheld devices must be preloaded with the RIM version 5.0 software, or the latest at the time, and be compatible with the State’s RIM Blackberry Enterprise Server Network.

2.3.4. The State currently owns and operates over one thousand (1,000) Blackberry devices. This represents a major equipment investment that the State desires to keep operational. All bidders must provide a solution to salvage the State’s investment in their current Blackberry system without jeopardizing its operation and functionality.

For a breakdown of Blackberry models please see the Appendix B – CONTRACT UTILIZATION attached to the RFP, which provides five months of usage for the State of Delaware account.

2.3.5. The contractors Blackberry data network must provide a minimum data throughput of between 60 and 80 Kbps or greater.

2.3.6. The bidder shall provide an international Blackberry solution capable of operation on the GPRS or GSM international data network.

Accordingly, the bidder shall provide all equipment necessary for successful international operation. For example, if it becomes necessary to provide more accessories, than listed in Section 2.3.2., to ensure successful international operation, the vendor shall provide the equipment with no additional cost to the State.

If the bidder does not have independently own international operations, and must rely on an existing partnership to provide connectivity, the bidder shall identify the partner name, any limiting terms and conditions, and length of current collaborative partnership.

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2.4. MOBILE DATA DEVICES

- 2.4.1. The State's law enforcement community is currently utilizing, at a minimum, CDMA to provide computer data access for law enforcement personnel to access a variety of specialized databases. However, the Delaware State Police and DNREC have indicated that they are utilizing EVDO RevA (Evolution-Data Optimized) operating within a 3G network as their primary standard.

Bidders shall identify all the transmission standards they are able to meet. It is critical that law enforcement agencies are aware of all system capabilities and limitations so the agencies can make informed decisions and score service appropriately.

- 2.4.2. The State's Mobile Data system is also used to provide "Automated Vehicle Location" (AVL) of the police vehicles. This AVL system derives its positioning information from the Global Positioning System (GPS) whose data stream is sent to the AVL network over the Mobile Data network.

- 2.4.3. The contractor must offer a trunk mounted ruggedized data modem with GPS capability.

- 2.4.4. The contractor must also offer a PCMCIA data card and/or USB powered device to access the internet with a laptop PC.

- 2.4.5. The contractors mobile data network must provide a minimum data throughput of between 60 and 80 Kbps or greater.

2.5. GENERAL CONDITIONS OF PRODUCTS

All digital cellular telephones, Blackberry devices and mobile data devices to be furnished to the State shall be newly manufactured and shall be delivered by the contractor to State Agency locations as ordered.

2.6. PRODUCTS

The State intends to procure a variety of digital wireless voice and data devices in this contract for State use:

- a. Digital wireless portable telephones (85% of total), and Hands Free Car Kits (15% of total).
- b. Blackberry "E-mail" Units.
- c. PCMCIA Data Modem Cards or USB mobile access devices.
- d. Ruggedized Data Modems with GPS.
- e. Accessories.

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2.6.1. MANUAL AND INSTRUCTIONS

The contractor shall be responsible for providing the State with appropriate User's Manual necessary for effective operation of the equipment furnished.

2.6.2. CODES AND STANDARDS

All equipment furnished under this contract shall be in accordance with the applicable codes of recognized national societies and regulatory bodies to include, but not limited to, TIA, EIA and FCC, and be in accordance with all local codes and ordinances.

2.6.3. EXCHANGES AND UPGRADES

2.6.3.1. The contractor shall exchange the acquired equipment within 48 hours following the request by the State Agency for any reasons such as the equipment in operation is out of order, or its operation may not be satisfactory, etc.

2.6.3.2. The contractor shall offer a free equipment upgrade of equipment every ten months.

2.6.4. SPARES

Some agencies will need to retain a number of spare wireless telephones. These spare phones shall be supplied at no additional cost and will remain un-activated. This supply of phones is meant for the immediate replacement of a registered, active phone that stops functioning properly. A ratio of one for ten is requested, whereas one spare will be provided for each wireless phone in service. (For example, the Delaware State Police will need to retain a spare supply of phones for emergency purposes).

2.6.5. COMMON TECHNICAL REQUIREMENTS

The various types of wireless telephones to be offered to the State from the contractor should meet or exceed the following common technical requirements:

2.6.5.1. Telephones should meet all applicable codes and standards such as TIA, EIA, FCC, and/or PUC.

2.6.5.2. Telephones should be capable of operating in digital on US Cellular and/or PCS frequencies by using multi-band (850 MHz and/or 1.9 GHz) wireless telephones. This will provide complete and continuous operation over the Toll Free Calling Area and the northeastern corridor of the United States.

2.6.5.3. Each unit should be capable of full duplex voice and broadband data operation in the wireless environment of either PCS or US Cellular frequencies.

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2.6.5.4. The wireless telephones and Blackberry devices should have the following capabilities and features:

- Send/receive calls,
- End the call in progress,
- Clear an erroneous entry,
- Store/recall telephones numbers (at least 10) and protect them for rapid dialing,
- Mute/put on hold the call in progress,
- Push-dial the call through push-button telephone format keypad,
- Back-lighted display for night operation,
- Audio feedback tone for positive confirmation of push-button depression,
- Display (confirm) the dialed/recalled 7-digit minimum telephone number before transmission,
- Recall/redial last number called,
- Display operational status messages,
- Provide volume control and adjustment capability,
- Alert user of incoming calls through ringer with adjustment level,
- Protect the call in progress,
- Electronically lock with pre-programmed security code to prevent unauthorized use of the telephone, usage restrictions and timer,
- Call waiting,
- Call forwarding,
- Caller ID,
- Voice messaging with indicator,
- Text messaging and numeric paging capability.
- Broadband data access at an optional service.
- Push-To-Talk two-way as an optional service
- Color or Monochrome display screens

2.6.6. PARTICULAR TECHNICAL REQUIREMENTS

In addition to the common technical requirements listed above, each type of equipment shall also meet the following particular technical requirement:

2.6.6.1. Digital wireless portable telephone package shall include:

- (1) One (1) standard issue SIM card, if necessary
- (2) One (1) rechargeable battery
- (3) One (1) DC vehicle battery charger adapter,
- (4) One (1) AC unit battery charger
- (5) One (1) Belt Clip or Carrying Case
- (6) One (1) Ear bud or headset
- (7) One (1) Operation or instruction manual

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2.6.6.2. Digital wireless portable Hands Free Car Kit package:

In certain instances the contractor will be required to provide a Car Kit to also operate in a mobile environment with full hands-free capabilities etc. In these instances the contractor shall provide the "Car Kit" with the portable telephone package, which allows for hands-free operation, external vehicle antenna, at no additional charge.

2.6.7. ACCEPTABLE PRODUCT REFERENCE

- 2.6.7.1. Products bid shall meet all necessary common and particular technical requirements outlined above.
- 2.6.7.2. Products manufactured by Motorola, Ericsson, Nokia, Qualcomm, LG and Siemens or equal manufacturers.

2.6.8. ALTERNATE PRODUCT REFERENCES

- 2.6.8.1. Contractor shall provide any and all necessary documentation required by the State to effectively operate the products properly, such as instructional information related to proper use of their programming dial codes like *228, *22899, *611, etc. and when to use such codes.
- 2.6.8.2. Products from other manufacturers shall be subjects of field-testing to determine if they operate to the satisfaction of the State.
- 2.6.8.3. If requested, products must be submitted for testing within five (5) business days after request.
- 2.6.8.4. The decision of the State shall be final.

The obligations contained herein apply to products provided by the Contractor, its sub-contractor or any third party involved in the creation of the products to be delivered to the State under this Contract. Failure to comply with any of the obligations contained herein, may result in the State availing itself of all its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty or limitation of the Contractors liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

2.6.9. EQUIPMENT RECYCLING AND GREEN INITIATIVES

Equipment recycling and green initiative programs are a growing concern and focus for the State of Delaware. The bidder shall identify what, if any, programs are in place to recycle and reuse inoperable or obsolete wireless electronic products. This includes, but is not limited to, the following potential programs:

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- Is equipment being recycled, by either the bidder or by separate “outside” vendor?
- Designate whether toxic materials are being routed away from landfills?
- Does vendor provide credits for turning in “old” wireless equipment?
- Does vendor offer wireless products with recycled content?

The State encourages the use of recycling and ways to minimize the impact on the environment, and would like to have a better understanding of the bidder’s commitment to these types of programs.

Similarly, the State of Delaware is interested in green initiatives for content other than electronics. At a minimum, responses should include:

- Are recycled and/or biodegradable materials used for cellular phone packages to minimize impact to landfills?
- How is your company promoting the reduction in equipment packaging?

The State is interested in learning about any other programs that the vendors utilize and promote to reduce the environmental impact of their goods and services.

3. SERVICE REQUIREMENTS

3.1. MODIFICATIONS TO SERVICE

The vendor shall allow the State to make upgrades or downgrades to service plans as needed, with no limits or additional charges imposed.

- 3.1.1. Service activations shall occur within 48 hours of request for service and/or delivery.
- 3.1.2. Service changes or termination acknowledgements shall be provided within 24 hours of a change or termination request.

3.2. INSTALLATION

The contractor shall provide completely operational digital wireless telephone and data systems, which include all necessary components, instruments, antennas, accessories, mounting hardware, and incidental items, and installation at no additional cost to the State. The inadvertent omission of an essential item to make the system fully operational shall not alleviate the contractor’s responsibility to provide that item.

3.3. PRODUCT TRANSFERS

3.3.1. NEW PHONE ACTIVATIONS

The vendor shall make every reasonable effort to transfer data from an existing wireless phone to a new, replacement or upgraded phone with no additional cost to the State. Bidders are requested to provide the State with at least one (1) location in every State of Delaware county where users can bring their equipment in for service and data transfer.

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Accessibility to service locations for non-technical and/or low tech solutions provides the State with more responsive customer care while minimizing shipping costs for the State and awarded vendor(s).

3.3.2. CAR KITS

The contractor shall, when requested by an agency of the State, perform a transfer of equipment at the contractor's installation center as designated and coordinated with the requesting State agency. The transfer work requires the contractor to carefully remove the already-installed Hands Free Car Kit equipment, its accessories and installation materials from the State's vehicle, than re-install it in another vehicle and set it to operate as designed. The re-installation work shall be performed at no additional cost to the State.

3.4. ACTIVATION SERVICE

The contractor shall provide activation service for all digital wireless telephone equipment offered to and requested by the State to efficiently operate on their network system without a separate charge to the State.

3.5. ACCESS SERVICE

The contractor shall provide this service to insure the system availability for the reliable operation of the State's digital wireless equipment acquired through the contract. The monthly access charge shall incorporate the cost of the wireless telephone equipment and PCMCIA data access card (this does not apply to ruggedized data modems with GPS or Blackberry units).

3.6. RANDOM NUMBER ASSIGNMENTS

The Contractors system shall be capable of handling randomly assigned phone numbers (out of sequence), which is disassociated with any sequential number scheme that could be attributed as being a "state phone". These services are critical to the State's law enforcement groups and "secret squirrel" operations. This service shall be provided without a separate charge to the State.

3.7. CHANGES TO VENDOR SERVICE PLANS

The State of Delaware recognizes that the awarded vendor may need to change the structure, language, minutes, etc. associated with the offerings originally contracted to the State. The State requires that the following criteria be met:

- 3.7.1. Any and all changes proposed to the wireless telephone plan structure, Blackberry services or data services must be communicated to the State at least ten (10) business days prior to implementation.
- 3.7.2. The awarded vendor shall continue to provide the cancelled service to all current subscribers until such time as a subscriber cancels or upgrades their plan.

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- 3.7.3. The awarded vendor may “migrate” subscribers automatically to a new plan if the standard service provided is no less than previously supplied AND the price has not increased. (Vendor must notify the State in writing prior to any subscriber migration).

4. AIRTIME SERVICE REQUIREMENTS

4.1. SYSTEM FAILURE

The successful bidder shall provide twenty-four (24) hour maintenance and prompt restoration of service. A high degree of diagnostic capability must be available to repair the malfunction in the shortest possible time. Along with the diagnostic capability the maintenance staff shall be highly trained to interpret the diagnostic findings and produce a solution with minimum down time.

- 4.1.1. Vendor must outline steps it has in place to diagnosis and correct system failures, whereas system failure refers to provider network failures and is independent of individual device or equipment failure.

4.2. CELLULAR ON WHEELS (COW)

The contractor shall make available to the State, upon request, a COW for extra capacity for special events and/or rapid response to emergencies caused by system outage. This service shall be provided without a separate charge to the State.

- 4.2.1. Vendor shall outline steps necessary to request extra capacity services.
- 4.2.2. Vendor shall outline the circumstances when, and the timeline for automatically providing extra capacity services (without prior requests from the State).

4.3. PRIORITY OF SERVICE OR WPS

The contractor's system shall be capable of providing priority access to their system during busy load periods for "selected" State phones, i.e. Delaware State Police, Governor's Staff, Delaware Emergency Management Agency, and others as required. The "Priority of Service" should allow these selected agency's phones to have primary access to the system over other non-priority access users in the event the Contractor's system becomes overloaded during emergencies or other peak periods of the day.

Priority of Service may also be referred to as Wireless Priority Service (WPS).

- 4.3.1. Vendor shall detail procedures required to apply for and initiate priority status service, and specify any limitations to the service.
- 4.3.2. Vendors shall supply monthly WPS or Priority of Service to the State at no additional cost for “select” agencies and personnel. “Select” agencies and personnel includes, but is not limited to Delaware State Police, DEMA, DNREC enforcement personnel, the Governor's office staff, etc.

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Since the State does provide protection and assistance to its citizenry, as well as public and private property, through a variety of agencies, the State would prefer that no limitations be placed on the agencies or personnel eligible for free WPS.

4.4. PLANNED OUTAGES / INTERRUPTION OF SERVICE

The awarded vendor must notify the State's designated DTI contact of any planned service outages and/or scheduled maintenance. Notifications must be made at least five (5) days in advance of any actual outage. This notification must include impacted coverage areas and an estimate of the outage timeframe.

4.5. ON-GOING SYSTEM IMPROVEMENTS

The vendor must define how it will improve coverage to areas that experience inadequate wireless service, including State offices (previously noted in Section 1.3.4.2.).

4.6. ANTICIPATED TECHNOLOGY CHANGE

If the vendor anticipates making a change in phone or service technology, the vendor must provide a complete and thorough description of the changes planned. Additionally, the vendor must provide an estimated timeline and its plans to ensure a smooth transition to the new technology.

5. BILLING REQUIREMENTS

5.1. TAXES – EXEMPT

All prices quoted shall not include Federal taxes or State and Local taxes.

5.2. MONTHLY BILLING INVOICE

The contractor shall provide a separate detailed monthly bill to each individual State Agency who operates wireless telephone instruments through this contract. The State would like the capability to review online billing status through vendor(s) website.

5.3. MONTHLY BILLING DATA, MEDIA AND FORMAT, AND DELIVERY

In addition to the individual monthly (paper) bills to each State Agency, the contractor shall provide the accumulation of all individual billing information on a CD-ROM in Microsoft's EXCEL spreadsheet program format. The data shall be sorted by State Agency name, State Agency code (Div/Dept/Sect), and will include summaries of all State Agency wireless telephone usage cost and charges with all pertinent data including, but not limited to the following:

- (1) State Agency Code (Div/Dept/Sect)
- (2) Customer Name
- (3) Billing Period (current Month)
- (4) Service Type

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- (5) Originating Telephone Number (calling number)
- (6) Destination Telephone Number (called number) and called area
- (7) Calling date, time, single charge rate designation, duration in minutes, and cost for call

5.4. SPECIALIZED BILLING

The Contractor shall provide, upon request of the State, a special billing account in the name of a specified "Dummy Corporation" with a non-State mailing address. The purpose of such billing is to provide anonymity to our "Special Investigation Teams" of the Delaware State Police.

6. ADMINISTRATIVE SERVICES REQUIREMENT

The vendor shall provide the State with points of contacts for the following positions:

6.1. LIAISON PERSON

After receiving notice of award the successful bidder shall provide the name of one person and one alternate who shall act as dedicated Liaison Officer to the State. These individuals shall be highly trained points of contact for all critical and technical situation resolution.

6.2. ACCOUNT REPRESENTATIVE

After receiving notice of award the successful bidder shall provide the name of a single person who shall act as the "single point of contact" to the State for all sales and activation of new service.

6.3. ESCALATION LIST AND TROUBLE REPORTING PROCESS

- 6.3.1. After receiving notice of award the successful bidder shall provide an escalation list of administrative and/or technical personnel to be notified that have authority to rectify unresolved problems.
- 6.3.2. Additional, the successful bidder shall establish a "Help Desk" and "Trouble Ticket" tracking and reporting process with daily updates to the agency contact person who originated the trouble ticket.

Once a vendor has been contracted with the State, the points of contacts will be listed in the Award Notice that will be posted to the State of Delaware's contracting website.

Vendors are encouraged to identify years of telephony/account management experience for all personnel responsible for managing the State of Delaware account.

6.4. AUTHORIZED REPAIR FACILITIES

After receiving the notice of award the successful bidder shall supply the State with a list of service locations where users can bring equipment for service and/or troubleshooting. Each location must list the types of equipment it is capable of servicing (i.e. wireless phones,

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Blackberry units, and mobile data devices) and provide an assurance that it shall be staffed by qualified personnel.

7. ADDITIONAL REQUIREMENTS

7.1. ENGINEERING TRAFFIC INFORMATION, FORMAT, AND DELIVERY

A different set of data will be needed for wireless telephone traffic studies and future bid preparation. The contractor is required to provide this data twice in the first year of the contract (every six months) and once each year thereafter for each of the subsequent years of the contract. The media shall be on a CD-ROM in Microsoft's EXCEL spread sheet program format, unless notified otherwise. The data shall include the following summary information elements:

- (1) Peak Minutes
- (2) Off-Peak Minutes
- (3) Roaming Minutes
- (4) Incoming Minutes
- (5) Outgoing Minutes
- (6) Incoming Calls
- (7) Outgoing Calls
- (8) Directory Assistance Calls
- (9) Blocked Calls
- (10) Dropped Calls
- (11) Active Billing Lines
- (12) Year-to-Date Totals
- (13) Year-to-Date Monthly Average
- (14) Others fields, if found necessary

7.2. PERIODIC USAGE OPTIMIZATION STUDIES

The successful bidder shall provide, upon request by a State agency, a detailed usage study report which identifies the most economical and beneficial choice for the agencies review and approval prior to implementation of the changes.

7.3. ANNUAL USAGE OPTIMIZATION REVIEW

The awarded vendor shall provide the State with an annual usage review study which analyzes contract utilization. The vendor shall review its findings and propose economical and beneficial alternative solutions to the State contract usage. The review shall be provided to the State at least 60 days prior to contract expiration. (The first review will be due to the State no later than September 1, 2011).

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8. CONTRACT IMPLEMENTATION AND TRANSITION

As a result of this contract request for proposal, it may be necessary for the State of Delaware to have its contract and subscribers transition to a new provider. The active contract that is in place and valid at the time of this RFP bid solicitation is Contract Number GSS05384-CELL/DATAEQUIP.

Bidders can find details pertaining to the current contract at the following internet site address:

<http://www.gss.omb.delaware.gov/contracting/contracts/384.shtml>

8.1. CURRENT PROVIDER

Verizon Wireless is the current vendor that provides the State of Delaware with its wireless, Blackberry and mobile data services. The incumbent is excluded from having to supply any transition details.

8.2. Existing service will remain in effect during transition. Assuming a November 1, 2010 contract start date, the selected provider will have no less than 30 days to transition current subscribers to the new provider network.

8.3. The non-incumbent bidders shall provide the State with a tentative plan and schedule to implement a transition to the new provider's network.

8.3.1. The bidder will address how it will transition subscribers from Verizon Wireless to its services and the number of days to make the full transition.

8.3.2. The bidder shall address how many separate segments will be necessary to transition the entire contract to their service network, and the time necessary to transition each segment.

8.3.3. The bidder will address how it will train staff to transition State services and technical support.

8.3.4. By providing detail, the State wants to be sure that the prospective vendor can accomplish a successful transition with a minimal disruption to authorized personnel and subscribers.

8.3.5. The bidder shall provide a sufficient number of personnel that will be available to answer questions and assist with the transition process.

8.3.6. The bidder shall access to training materials through the web or in person, to ease the transition experience for any affected State employees.

8.3.7. The bidder must "match" existing subscribers to an equivalent plan.

8.3.8. The vendor will work to retain subscribers current phone numbers, and if possible, their equipment.

8.4. The transition planning, training and implementation will occur without any cost to the State.

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- 8.5. The vendor shall provide the State with two examples, where the vendor has migrated or transitioned a large number of subscribers to its service plans.
- 8.6. A final implementation process and transition timeline shall be delivered within five (5) working days of contract approval to a designated representative of DTI.

9. PRICING INSTRUCTIONS

9.1. BID QUOTATION REPLY SECTION- CONTRACT PRICING

The bidder shall state their charge rates for each service plan specified. The unit charge rate shall be fixed through the term of the contract:

9.2. VOLUME DISCOUNT

Bidder shall provide a percentage discount they propose to offer the State for the aggregate usage bill (all users):

VOLUME DISCOUNT

\$ 100,000 to \$ 149,999 per month
\$ 150,000 to \$ 199,999 per month
\$ 200,000 to \$ 249,999 per month
\$ 250,000 to \$ 299,999 per month
\$ 300,000 Plus per month

9.3. DISCOUNT ON ACCESSORIES

Bidder shall provide the percentage discount they will offer to the State for all accessories which are purchased, (i.e., batteries, battery chargers, cases, antennas, etc.), purchased separately from those items which are included as part of the equipment included with the service.

9.4. OTHER DISCOUNT PROPOSALS

If the bidder proposes offering a discount to the State other than in the format previously proposed in the RFP, the bidder shall detail the discount structure and conditions required to qualify for a discount. (For example, are “global” discounts being offered across the all service classes, or are discounts limited to services greater than \$19.99.)

Additionally, vendors should include any pro-offered discount pricing schemes in the Appendix D – Bid Quotation Response.

9.5. EMPLOYEE DISCOUNT PROGRAM

Vendors are encouraged, but not required, to provide discounted services to employees associated with the State of Delaware and its agencies. If a program is available and will be extended to State associates, the vendor is requested to provide information at the time of your bid submission.

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APPENDIX B – CONTRACT UTILIZATION

Five months of contract usage data has been provided to all vendors interesting in submitting a bid to the State of Delaware. The five months included in the sample contract utilization represents actual usage from January 2010 through May 2010 inclusive. The information that has been provided identifies products currently in use, number of users, time utilization charges and expense to the State. This information can be accessed by going to the following site:

<http://bids.delaware.gov/>

Once on the Bid Solicitation Directory, click on the link to Cellular/Data Equipment and Services contract link, and then select the link to “Appendix B - Contract Utilization”.

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APPENDIX C - EXCEPTIONS

RFP EXCEPTION FORMAT

The State of Delaware acknowledges that bidders may take exceptions to the request for proposal and its conditions. Bidders shall note exceptions in response to the RFP, but in order for an exception to be considered, all exceptions must also be listed separately below. If no exceptions are taken, the bidder shall note "No exceptions taken" below.

Format Example: RFP Page 5, Section A, Item 2 – "stated exception taken by bidder"

RFP EXCEPTION LIST (Attach additional pages as necessary)

- 1.
- 2.
- 3.

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APPENDIX D - BID QUOTATION REPLY SECTION

DIRECTIONS:

Bidders shall submit fixed pricing for the service items listed in the RFP. Prices bid shall remain fixed throughout the life of this contract. In addition, the bidder shall agree to pass along to the State any price adjustments that are offered in any generally published price promotion, or changes that are implemented during the course of the contract and the contract renewal periods.

Bidders should "fill in" and complete all pricing plans provided below (Sections A through E). Bidders shall include any additional pricing alternatives that will be offered to the State. The State, upon selection of the winning bidder, shall determine which plans make the most fiscal and economic sense for the State to meet its cellular and data services objectives.

Vendors are asked to fill in the bid quotation reply section as completely as possible. If your company does not provide a plan that matches exactly the plan referenced below, please list a comparable plan and identify the differences.

SECTION A – VOICE SERVICES:

PLAN A:

Plan Type	INDIVIDUAL FLAT RATE
Type Minutes	ANYTIME
Number Minutes	NONE
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends *	INCLUDED
FLAT RATE MONTHLY ACCESS CHARGE	<div>\$</div>
PER MINUTE CHARGE	<div>\$</div>

* Please specify the times night and weekend minute exemptions begin and end.

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PLAN B:

Plan Type	INDIVIDUAL MONTHLY	INDIVIDUAL MONTHLY	INDIVIDUAL MONTHLY
Type Minutes	ANYTIME	ANYTIME	ANYTIME
Number Minutes	450	900	1200
Nationwide Long Distance	INCLUDED	INCLUDED	INCLUDED
Roaming Charges	INCLUDED	INCLUDED	INCLUDED
Nights & Weekends *	INCLUDED	INCLUDED	INCLUDED
FLAT RATE MONTHLY ACCESS CHARGE	\$	\$	\$
OVERAGE RATE PER MINUTE	\$	\$	\$

* Please specify the times night and weekend minute exemptions begin and end.

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PLAN C:

Plan Type	BUSINESS SHARE	BUSINESS SHARE	BUSINESS SHARE
Type Minutes	ANYTIME	ANYTIME	ANYTIME
Number Minutes	700	1200	1500
Nationwide Long Distance	INCLUDED	INCLUDED	INCLUDED
Roaming Charges	INCLUDED	INCLUDED	INCLUDED
Nights & Weekends *	INCLUDED	INCLUDED	INCLUDED
FLAT RATE MONTHLY ACCESS CHARGE	\$	\$	\$
ADDITIONAL MONTHLY CHARGE FOR EXTRA LINE	\$	\$	\$
HOW MANY LINES MAY BE TIED TO EACH SHARE PLAN?			
OVERAGE RATE PER MINUTE	\$	\$	\$

* Please specify the times night and weekend minute exemptions begin and end.

Vendors are required to identify guidelines and limitations for the plans provided.

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PLAN D:

Plan Type	UNLIMITED
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends *	INCLUDED

FLAT RATE MONTHLY
ACCESS CHARGE

\$

PLAN E:

Plan Type	PUSH-TO-TALK (PTT)
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends *	INCLUDED

MONTHLY CHARGE FOR
OPTIONAL PTT PLAN

\$

The State accepts that PTT plan access is limited to hardware devices with pre-built PTT features.

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SECTION B – BLACKBERRY SERVICES:

PLAN A:

Plan Type	NO VOICE PLAN
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends	INCLUDED
Data Usage	UNLIMITED

MONTHLY CHARGE FOR
BLACKBERRY USAGE

\$

PLAN B:

Plan Type	WITH VOICE PLAN
Type Minutes	ANYTIME
Number Minutes	UNLIMITED
Nationwide Long Distance	INCLUDED
Roaming Charges	INCLUDED
Nights & Weekends	INCLUDED
Data Usage	UNLIMITED

MONTHLY CHARGE FOR
BLACKBERRY USAGE

\$

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SECTION C – MOBILE DATA SERVICES:

PLAN A:

Plan Type	DATA ACCESS
Type Access	ANYTIME *
Number Megabytes	UNLIMITED
MONTHLY CHARGE	\$

* Access to Mobile Data Services is not limited geographically to any location within the continental US.

PLAN B:

Plan Type	DATA ACCESS
Type Access	ANYTIME *
Number Megabytes	250 MB
MONTHLY CHARGE	\$
Per MB CHARGE IN EXCESS OF CONTRACTED LIMIT	\$

* Access to Mobile Data Services is not limited geographically to any location within the continental US.

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SECTION D – CREDITS & DISCOUNTS:

VOLUME DISCOUNT

	PERCENTAGE DISCOUNT
\$100,000 to \$149,999 per month	<div>%</div>
\$150,000 to \$199,999 per month	<div>%</div>
\$200,000 to \$249,999 per month	<div>%</div>
\$300,000 Plus per month	<div>%</div>

DISCOUNT ON ACCESSORIES

ACCESSORIES CATALOG DISCOUNT	<div>%</div>
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OTHER PROPOSED DISCOUNT OFFERINGS

Please list below, or attach, any discounts proposed by your company that will applied to the rates requested, and indentify any limitations to discounts offered.

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SECTION E – OPTIONAL PRICING :

Please attach any other pricing plans and/or options that your firm would like the State of Delaware to consider, including but not limited to, data plans added to standard wireless cellular phone service.

PROPOSAL REPLY SECTION
CONTRACT NO. GSS10384-CELL_DATA_SVC
CELLULAR AND DATA EQUIPMENT AND SERVICES

PROPOSAL CHECKLIST

A bidder's proposal shall contain the following minimum requirements:

1. Cover Letter
2. Table of Contents
3. Short Description of Company History
4. A signed and notarized copy of the Non-Collusion Agreement (see page 70)
5. Responses to RFP and Appendix A, Scope of Work – with the bidder approval or exception to all criteria, and support documentation, except pricing and equipment.
6. A copy of the Bid Proposal section (Appendix D) filled out with pricing for evaluation purposes, which includes the following items:
 - Sections A, B and C – Standardized service plans referred to in Section 1.4.3. for Wireless, Blackberry and Mobile Data.
 - Section D – Credits and discounts for volume, accessories, or other
 - Section E – Optional plan pricing
7. List of Equipment Available and Costs Associated – list of free and upgrade equipment available to the State at the time of proposal submission.
8. Provide information identifying your company as an E-rate compliant vendor, identify any and all limitations to participation in the program (as it relates to the State of Delaware), and include E-rate SPIN number on Non-Collusion statement
9. Copy of Vendor Service Agreement – if applicable (i.e. separate contract that vendor requires the State of Delaware to sign)
10. Three Years of Financial Reporting
11. Three Business References – references of similar size and scope to RFP
12. Separate list of Exception Items (Appendix C) – vendor shall separately list all items where an exception has been taken in a response to the RFP. Exceptions shall note, RFP page number associated with the exception, the Section number if appropriate, and the stated exception.
13. Three total copies of Proposal Response – two (2) paper and one (1) electronic

The vendor is required to submit two (2) paper copies of the above referenced materials. One copy, with original signatures, shall be marked as "MASTER COPY". The second copy does not require original signatures.

Additionally, the vendor shall submit one electronic copy of their RFP response, saved in its entirety, on CD or DVD media disk.

All three (3) copies (two paper and one electronic) shall be sealed in an envelope and clearly marked with the vendor name and displaying "Contract # GSS10384-CELL_DATA_SVC".

Failure to supply these three copies or any other item listed in the proposal reply section may deem the vendor's bid "un-responsive". The State may remove any un-responsive bid from further consideration and without recourse.

All materials must be sent to the following location:

**State of Delaware
Office of Management and Budget
Government Support Services
Attn: Peter Korolyk
100 Enterprise Place, Suite 4,
Dover DE 19904**

All materials MUST arrive by no later than 1:00 p.m. EDT, Thursday September 9, 2010 at which time proposals shall be opened. Any proposal which is received after this time will be returned unopened and will be removed from any further consideration.

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
100 ENTERPRISE PLACE, SUITE 4
DOVER, DELAWARE 19904-8202

NO PROPOSAL REPLY FORM

CONTRACT # GSS10384-CELL_DATA_SVC

CONTRACT TITLE: Cellular and Data Equipment and Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

CONTRACT NO.: GSS10384-CELL_DATA_SVC
TITLE: Cellular and Data Equipment and Services
OPENING DATE: September 9, 2010 at 1:00 pm (EDT)

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

E-RATE SPIN NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u>	Yes No	<u>Minority</u>	Yes No	<u>Disadvantaged</u>	Yes No
	<u>Business</u>		<u>Business</u>		<u>Business</u>	
	<u>Enterprise</u> (WBE)		<u>Enterprise</u> (MBE)		<u>Enterprise</u> (DBE)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4
Dover, DE 19904
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
 - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
 - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
 - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)857-4554.
 - If your business is certified by **Delaware Department of Transportation (DelDOT), City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized application. You must also attach a copy of your certification and mail all documents to the OMWBE.
 - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/LLP	Corp/S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of any of the following state identification, license, birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments			Yes		
Minutes of the last annual shareholders meeting			Yes		
By-laws and By-law Amendments			Yes		
Copy of most recent Stock Ledger			Yes		
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	
Optional Information – Please read below for advantages of tax document submission*					
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	

* Submitting tax information provides OMWBE with documentation required to identify the business as a small business. If you would like to be identified as a small minority and women business enterprise please submit tax information. For additional information on small business criteria please visit <http://www.ccr.gov/SizeStandard.aspx> or <http://www.sba.gov/index.html> (most requested items). Please note the categorization of small business may provide additional opportunities.

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904
Phone: (302) 857-4554
Fax: (302) 739-3779
Web site: www.omwbe.delaware.gov**

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. All persons having origins from Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or others Spanish or Portuguese culture or origin, regardless of race.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
(Please reference above definitions)
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions."
(Please reference above definitions)

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 857-4554 or visiting the web site www.omwbe.delaware.gov
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business
Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904

Frequently Asked Questions

For complete list of questions, please review the FAQ web site below

<http://gss.omb.delaware.gov/omwbe/faqs.shtml>

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:

Office of Women and Minority Business Enterprise
100 Enterprise Place, Suite 4
Dover, DE 19904

If you have any questions regarding the completion of this application, please contact us at (302) 857-4554

Note – This section must be filled out in its entirety for the application to be processed.

Incomplete applications will not be processed.

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(FEIN/SSN)				
Legal Name of Firm:				
Doing Business As (If applicable):				
Federal E.IN or SSN:		E-Mail Address:		
Address line 1:				
Address line 2:				
City		State	Zip Code	Country
Telephone Number:		Extension:	Fax Number:	
Company Web Site Address:				
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>
Sole Proprietor <input type="checkbox"/>		Joint Venture <input type="checkbox"/>		
If you are a non profit please discontinue completing the application. You must be a for profit business.				
Date firm was established?				
Date firm began doing business (date of first contract or sale)				

* Limited Liability Corporation

** Limited Liability Partnership

2. Primary owner applicant information				
Name:		Title:		
Home Address:	City:	State:	Zip Code:	Country:
Telephone Number:	Extension:	Fax Number:		
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:		
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

3. Firm is applying as: Please select either MBE or WBE based on the primary owner			
Minority Business Enterprise		Women Business Enterprise	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed. Please note the below capabilities narrative will be posted on the OMWBE web site.

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5. Six digit North American Industry Classification System (NAICS) Code(s):
 (To assist you in determining your NAICS Code(s) go to <http://www.census.gov/eos/www/naics>)
 This must be completed if you need additional assistance please call OMWBE

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

Four digit United Nations Standard Products and Services Code® (UNSPSC®)
 (To assist you in determining your UNSPSC Code(s) go to <http://www.unspsc.org>)

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

6. Type of Business		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.

Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) ☐ No ☐ Yes

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
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(B) Year Ending:	Gross Receipts:
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11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:		Contact:
Phone:	Fax:	Email:
Address:		
Accountant:		Contact:
Phone:	Fax:	Email:
Address:		
Bank:		Contact:
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below)

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.		
1. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
2. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
3. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes (If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).)

17. Debarment: Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently prohibited from doing business with the State of Delaware (i.e., license revocation or denial)? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19a. Is the business classified as a small business as identified by The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. For more information please visit <http://www.ccr.gov/SizeStandard.aspx>

☐ No ☐ Yes

19b. Is the business registered with the Central Contractor Registration www.ccr.gov (Please provide proof of registration)

☐ No ☐ Yes

20. How did you hear about the Office of Minority and Women Business Enterprise:

<input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization	<input type="checkbox"/> OMWBE staff at a trade show or expo
<input type="checkbox"/> OMWBE's web site	<input type="checkbox"/> Materials published by OMWBE
<input type="checkbox"/> Referred by another organization	<input type="checkbox"/> Referred by the owner of an MBE or WBE
<input type="checkbox"/> Delaware state employee	<input type="checkbox"/> Other, please explain briefly:

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority and/or woman status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of
_____ a.d.

Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date

Notary
Seal

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